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8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**  
10

11 Stella K. Giuliano,  
12 Plaintiff,

13 v.

14 LexisNexis Risk Solutions Inc.,  
15 Defendant.  
16

Case No. 2:20-cv-00100-APG-EJY

**DEFENDANT LEXISNEXIS RISK  
SOLUTIONS INC.'S ANSWER TO  
PLAINTIFF'S COMPLAINT**

17 Defendant, LexisNexis Risk Solutions Inc. ("LNRS"), by counsel, submits the following  
18 Answer to Plaintiff's Complaint. LNRS denies all allegations in Plaintiff's Complaint that it does  
19 not explicitly admit. LNRS responds to the specific numbered paragraphs in the Complaint as  
20 follows:

21 **INTRODUCTION**

22 1. No answer is necessary to paragraph 1 of Plaintiff's Complaint because it only  
23 contains legal conclusions. To the extent the allegations in paragraph 1 are contrary to law, they  
24 are denied.

25 2. No answer is necessary to paragraph 2 of Plaintiff's Complaint because it only  
26 contains legal conclusions. To the extent the allegations in paragraph 2 are contrary to law, they  
27 are denied.  
28



**ALLEGED FACTS**

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2           9.       The allegations in paragraph 9 of Plaintiff's Complaint refer to a document, which  
3 speaks for itself. To the extent that the allegations in paragraph 9 vary from the text of that  
4 document, they are denied. LNRS denies the remaining allegations in paragraph 9 of Plaintiff's  
5 Complaint.

6           10.      The allegations in paragraph 10 of Plaintiff's Complaint refer to a document, which  
7 speaks for itself. To the extent that the allegations in paragraph 10 vary from the text of that  
8 document, they are denied. LNRS denies the remaining allegations in paragraph 10 of Plaintiff's  
9 Complaint.

10          11.      No answer is necessary to paragraph 11 of Plaintiff's Complaint because it only  
11 contains legal conclusions. To the extent that the allegations in paragraph 11 are contrary to law,  
12 they are denied.

13          12.      No answer is necessary to paragraph 12 of Plaintiff's Complaint because it only  
14 contains legal conclusions. To the extent that the allegations in paragraph 12 are contrary to law,  
15 they are denied.

16          13.      The allegations in paragraph 13 of Plaintiff's Complaint refer to a document, which  
17 speaks for itself. To the extent the allegations in paragraph 13 vary from the text of that document,  
18 they are denied. LNRS denies the remaining allegations in paragraph 13 of Plaintiff's Complaint.

19          14.      LNRS denies the allegations in paragraph 14 of Plaintiff's Complaint.

20          15.      The allegations in paragraph 15 of Plaintiff's Complaint refer to a document, which  
21 speaks for itself. To the extent the allegations in paragraph 15 vary from the text of that document,  
22 they are denied. LNRS denies the remaining allegations in paragraph 15 of Plaintiff's Complaint.

23          16.      LNRS denies the allegations in paragraph 16 of Plaintiff's Complaint.

24          17.      The allegations in paragraph 17 of Plaintiff's Complaint refer to a document, which  
25 speaks for itself. To the extent the allegations in paragraph 17 vary from the text of that document,  
26 they are denied. LNRS denies the remaining allegations in paragraph 17 of Plaintiff's Complaint.

27          18.      LNRS denies the allegations in paragraph 18 of Plaintiff's Complaint.

28          19.      LNRS denies the allegations in paragraph 19 of Plaintiff's Complaint.

20. LNRS denies the allegations in paragraph 20 of Plaintiff's Complaint.

21. LNRS denies the allegations in paragraph 21 of Plaintiff's Complaint.

22. LNRS denies the allegations in paragraph 22 of Plaintiff's Complaint.

**FIRST CLAIM**  
**ALLEGED VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
**15 U.S.C. § 1681 ET SEQ. (FCRA)**

23. LNRS incorporates its responses and denials to paragraph 1 through 22 of Plaintiff's Complaint as if fully restated.

24. LNRS denies the allegations in paragraph 24 of Plaintiff's Complaint.

25. LNRS denies the allegations in paragraph 25 of Plaintiff's Complaint.

26. LNRS denies the allegations in paragraph 26 of Plaintiff's Complaint.

**PRAYER FOR RELIEF**

LNRS denies that Plaintiff is entitled to any of the relief requested by Plaintiff in his Prayer for Relief following paragraph 26 of Plaintiff's Complaint.

**FIRST CLAIM FOR RELIEF**

LNRS denies the allegations in Plaintiff's first claim for relief and further denies that Plaintiff is entitled to any of the requested relief.

**JURY TRIAL DEMANDED**

27. LNRS admits that Plaintiff purports to demand a trial by jury. LNRS denies the remaining allegations in paragraph 27 of Plaintiff's Complaint.

LNRS denies all the remaining allegations in Plaintiff's Complaint to the extent not expressly admitted above, and otherwise denies that it is liable to Plaintiff for any of the requests for relief set forth in Plaintiff's Complaint.

**ADDITIONAL DEFENSES**

Without admitting any of the allegations in Plaintiff's Complaint, and without admitting or acknowledging that LNRS bears the burden of proof as to any of them, LNRS asserts the following additional defenses. LNRS intends to rely on any other defenses that become available or apparent during pretrial proceedings and discovery in this action and reserves the right to assert all such

1 defenses, including but not limited to those listed in Federal Rule of Civil Procedure 8(c).

2 **FIRST ADDITIONAL DEFENSE**

3 Plaintiff's Complaint fails to the extent that it does not state a claim upon which the Court  
4 may grant relief.

5 **SECOND ADDITIONAL DEFENSE**

6 Plaintiff's Complaint fails to the extent that Plaintiff lacks standing or has not taken action  
7 necessary to recover under the FCRA.

8 **THIRD ADDITIONAL DEFENSE**

9 Any recovery Plaintiff receives is subject to a set off if any damages are awarded against  
10 LNRS, in the amount of any damages or settlement amounts recovered by Plaintiff with respect to  
11 the same alleged damages. LNRS is also entitled to have any damages that may be awarded to  
12 Plaintiff reduced by the value of any benefit or payment to Plaintiff from any collateral source.

13 **FOURTH ADDITIONAL DEFENSE**

14 Plaintiff's alleged damages, if any, are the result of the acts, errors, and omissions of third  
15 parties not controlled by LNRS, and those third parties were the sole cause of any such damages.

16 **FIFTH ADDITIONAL DEFENSE**

17 Plaintiff's alleged damages, if any, are not compensable to the extent they are speculative  
18 or uncertain.

19 **SIXTH ADDITIONAL DEFENSE**

20 Plaintiff's claims are barred, in whole or in part, by lack of injury or damages, whether  
21 actual, presumed, or otherwise.

22 **SEVENTH ADDITIONAL DEFENSE**

23 Plaintiff's alleged damages, if any, are the result of Plaintiff's own acts, errors, and  
24 omissions, which were the sole cause of any such damages.

25 **EIGHTH ADDITIONAL DEFENSE**

26 Plaintiff's Complaint fails to allege facts sufficient to merit a recovery of actual damages,  
27 statutory damages, punitive damages, interest, attorney's fees, costs, or any other relief.

28 **NINTH ADDITIONAL DEFENSE**

1 Plaintiff failed to take reasonable steps to prevent damages, if any, and failed to mitigate  
2 any such alleged damages.

3 **TENTH ADDITIONAL DEFENSE**

4 LNRS reserves the right to assert additional affirmative defenses at such time and to such  
5 extent as warranted by discovery and the factual developments in this case.

6 WHEREFORE, LNRS requests this Court to enter a judgment:

- 7 1. denying Plaintiff any and all relief in this case;
- 8 2. dismissing Plaintiff's claim in its entirety;
- 9 3. dismissing this case with prejudice;
- 10 4. awarding LNRS its costs and attorneys' fees incurred in this case; and
- 11 5. granting LNRS all other remedies that the Court deems just and proper.

12  
13 Dated: March 12, 2020

**KRAVITZ, SCHNITZER & JOHNSON, CHTD.**

14  
15 /s/ Gary E. Schnitzer

Gary E. Schnitzer, Esq.

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Attorney for Defendant,

LexisNexis Risk Solutions Inc.

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**CERTIFICATE OF CM/ECF SERVICE**

I hereby certify that on the 12th day of March, 2020, a true and correct copy of the foregoing ***DEFENDANT LEXISNEXIS RISK SOLUTIONS INC.'S ANSWER TO PLAINTIFF'S COMPLAINT*** was filed electronically via the Court's CM/ECF system. Notice of filing will be served on all parties by operation of the Court's CM/ECF filing system, and parties may access this filing through the Court's CM/ECF system.

/s/ Chris Drelich

Chris Drelich

An Employee of

KRAVITZ, SCHNITZER & JOHNSON, CHTD.